



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 16, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 April 16, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**LICENSE AGREEMENT NO. 9.2705
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND SOUTHERN CALIFORNIA EDISON COMPANY
DOMINGUEZ GAP SPREADING GROUNDS - WEST BASIN
CITY OF LONG BEACH
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action will allow the Los Angeles County Flood Control District to enter into a License Agreement with Southern California Edison Company for water pipeline purposes within the Dominguez Gap Spreading Grounds located in the City of Long Beach.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve License Agreement No 9.2705 between the Los Angeles County Flood Control District and Southern California Edison Company.
3. Instruct the Chairman of the Board of Supervisors of the Los Angeles County Flood Control District to sign License Agreement No. 9.2705 between the Los Angeles County Flood Control District and Southern California Edison Company.

4. Delegate authority to the Director of Public Works or her designee on behalf of the Los Angeles County Flood Control District to enter into future License Agreements with Southern California Edison Company for the purpose of extending the term of the License Agreements for continued operation, maintenance, and use of existing water pipeline improvements and take other actions necessary and proper to effectuate the licenses.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to enable the Los Angeles County Flood Control District (LACFCD) to enter into a 5-year License Agreement with Southern California Edison Company (SCE) for the continued operation and maintenance of a 2-inch water pipeline in connection with landscape irrigation within the Dominguez Gap Spreading Grounds located in the City of Long Beach.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) as this transaction allows for the continuation of water utility services to existing facilities, thereby improving the quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The one-time license fee is \$2,734.19. Funding is included in the Fiscal Year 2012-13 Flood Fund budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 25, 2006, the LACFCD entered into a 3-year License Agreement with SCE to install a 2-inch water pipeline across SCE property in connection with the Dominguez Gap Spreading Grounds West Basin. Construction was completed in April 2008. A Temporary Entry Permit from SCE is currently in effect for LACFCD's operation and maintenance of the pipeline until a new 5-year License Agreement is executed.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(b) of the CEQA Guidelines and Class 1 of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for the licensing, operation, and maintenance of existing facilities with no expansion of use.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

Please return one adopted copy of this letter and one signed original of License Agreement No. 9.2705 to the Department of Public Works, Survey/Mapping & Property Management Division. Retain one executed original of the License Agreement for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:SGS:hp

Enclosures

c: Auditor-Controller (Accounting Division - Asset
Management)
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

SCE Doc. 43316 Att.

Contract No. 9.2705
(formerly Contract No. L4373)

L I C E N S E A G R E E M E N T

I N D E X

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6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
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10. PARKING
11. FLAMMABLES, WASTE AND NUISANCES
12. PESTICIDES AND HERBICIDES
13. HAZARDOUS WASTE
14. SIGNS
15. FENCING
16. PARKWAYS AND LANDSCAPING
17. IRRIGATION EQUIPMENT
18. UNDERGROUND TANKS
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21. TAXES, ASSESSMENTS AND LIENS
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24. COMPLIANCE WITH LAW
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31. WAIVER
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35. NOTICES
36. RECORDING
37. COMPLETE AGREEMENT

ADDENDUM

POLELINE/PIPELINE/UNDERGROUND CABLE

LICENSE AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 20____, between SOUTHERN CALIFORNIA EDISON COMPANY (SCE), a corporation organized under the laws of the State of California, hereinafter called "Licensor", and LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property described below and depicted on Exhibit "A" attached hereto and made a part hereof the ("Property") solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth.

The subject Property is located in the City of Long Beach, County of Los Angeles, State of California.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record.

1. Use: Licensee will use the Property (Dominguez Gap Wetlands) for pipelines (water) purposes only. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's failure to make such use of the Property as determined by the Licensor in its sole discretion, will be grounds for immediate termination of this Agreement in accordance with Article 28.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of March, 2013 and ending on the last day of February, 2018. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Two Thousand Seven Hundred Thirty Four Dollars and 19/100 Dollars (\$2,734.19) upon the execution and delivery of this Agreement for the full term of this Agreement.

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the amount due.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$500,000.00. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with a combined single limit of \$1,000,000.00. Such insurance shall: (i) name

Licensor, its officers, agents and employees as additional insureds, but only for Licensee's acts or omissions; (ii) be primary for all purposes and (iii) contain standard cross-liability provisions.

- (c) Commercial Automobile Insurance with a combined single limit of \$500,000.00. Such insurance shall: (i) cover the use of owned, non-owned and hired vehicles on the Property and (ii) name Licensor, its officers, agents and employees as additional insureds.

Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Section 35 "Notices," at least ten days prior to the effective date of this Agreement. Such insurance shall not be canceled nor allowed to expire nor be materially reduced without thirty days prior written notice to Licensor. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor [or under a self-insurance program reasonably satisfactory to Licensor], shall name Licensor as an additional insured by endorsement, and shall be primary and non-contributing with any insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at any time, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property and/or crops located on the Property.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including grading plans, identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. At any time, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Article 27.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the Property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by the removal. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without Licensor's written consent until Licensee has cured such default, and Licensor shall have a lien thereon to the extent thereof.

8. Height Limitations: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain a minimum clearance of twenty-seven (27) feet from all overhead electrical conductors.

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16)

feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensors, Licensee will make no use of the area directly underneath Licensors' towers and will maintain the following minimum clearances at all times:

- a. A 50-foot-radius around suspension tower legs and 100-foot radius around dead-end tower legs.
- b. A 10-foot-radius around all steel and wood poles.

NOTE: Additional clearance may be required for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by Licensors.

11. Flammables, Waste and Nuisances: Licensee will not, nor allow others to, place or store any flammable or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensors. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

12. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all federal, state, county and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

13. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensors, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

14. Signs: Licensee must obtain written approval from Licensors prior to the construction or placement of any sign, signboard or other form of outdoor advertising.

15. Fencing: Licensee may install fencing on the Property with prior written approval from Licensors. Such fencing will include double drive gates, a minimum of sixteen (16) feet in width, designed to accommodate Licensors' locks, in locations specified by Licensors. Licensee will ground and maintain all fencing.

16. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds and trash. Licensee will maintain parkways and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensors.

17. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensors and will remain on and be surrendered with the Property

upon termination of this Agreement. Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

18. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensors prior written approval.

19. Underground Facilities: Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensors proposed facilities.

20. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

21. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensors will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

22. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation on the part of Licensors to make payment or incur cost or expense for any such matters or things.

23. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

24. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

25. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

26. Indemnification: Licensee shall hold harmless, defend and indemnify Licensors, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensors, or injury to or death of persons, including employees of Licensors resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

27. Termination: This Agreement may be canceled and terminated by either Licensors or Licensee, at any time, for any reason, upon thirty (30) days notice in writing. Licensee will peaceably quit, surrender and, prior to termination date, restore the Property to a condition satisfactory to the

Licensor. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass.

28. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 23.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.
- (e) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensor to Licensee.
- (f) Any attempt to exclude Licensor from the licensed premises.
- (g) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (h) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

29. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensor will have the right to remove Licensee's personal property from the Property, including but not limited to, buildings, structures and fixtures. In addition, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement.

30. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

31. Waiver: No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

32. Authority: This Agreement is pursuant to the authority of and upon, and is subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, which General Order No. 69-C, by this reference, is hereby incorporated herein and made a part hereof.

33. Attorneys' Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

34. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 30 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor's property that is in close proximity to Licensor's electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor's policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

35. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Real Properties Department
Land Operations – Metro Region
2131 Walnut Grove Avenue
Rosemead, CA 91770

To Licensee: Los Angeles County Flood Control District
900 South Fremont
Alhambra, CA 91803
Attn: Survey/Mapping and Property Management

Business Telephone No. (626) 458-5100

Licensee will immediately notify Licensor of any address change.

36. Recording: Licensee will not record this Agreement.

37. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any addenda and exhibits attached hereto constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY

By _____
LICENSOR

CINDY CALEMMO
Right of Way Agent
Land Operations-Northern Region
Real Properties Department

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT

By _____
LICENSEE

Print Name: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By Julia Weisman
Deputy

ADDENDUM

POLELINE, PIPELINE OR UNDERGROUND CABLE

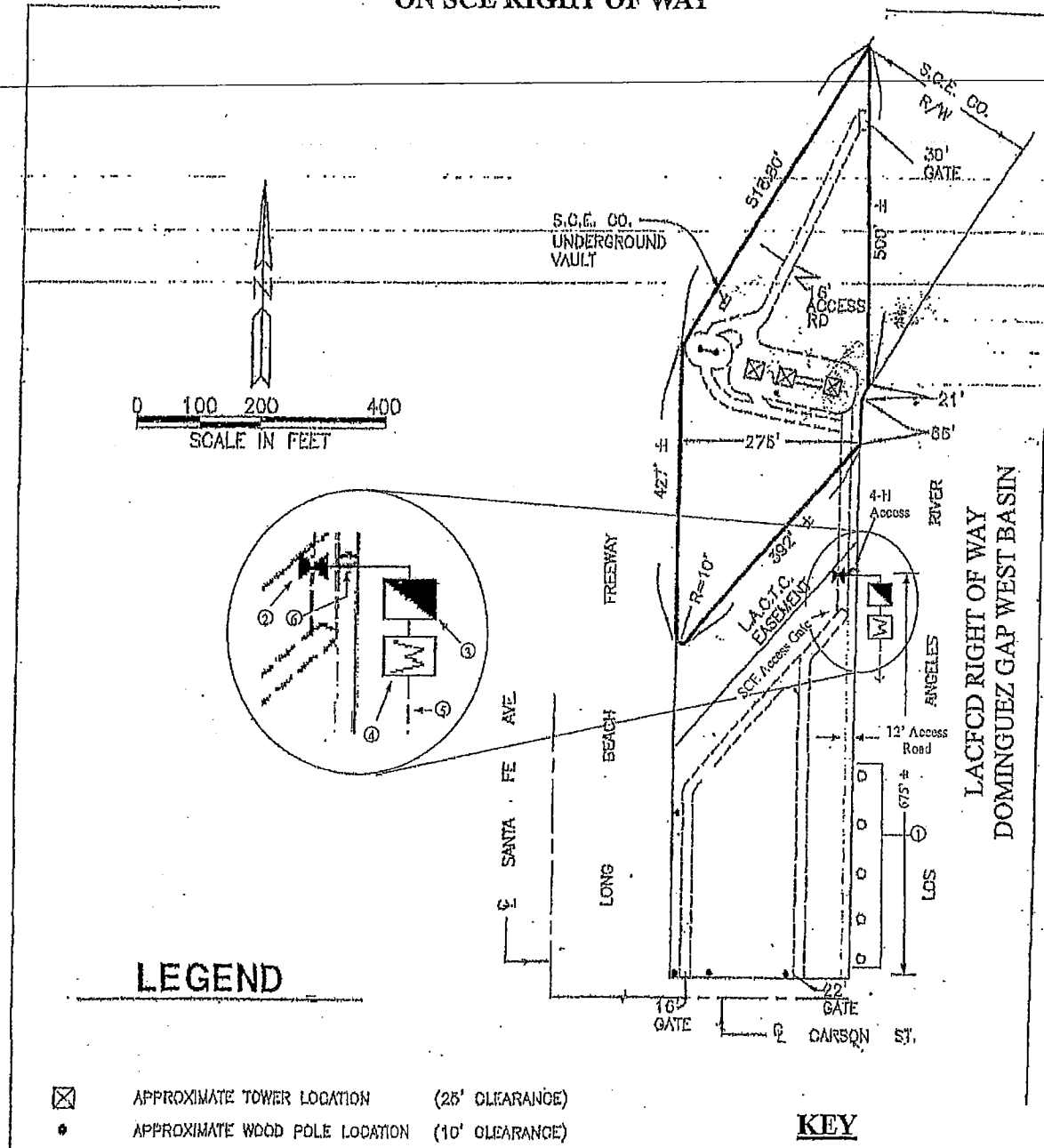
- A. Licensee must obtain prior written approval from the Licensor for the installation of any facilities, including any subsequent modifications. Licensee will maintain all facilities in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the relocation of any portion of the facility. Licensee will relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to relocate from Licensor.
- C. Licensee will construct, use, maintain, or remove facilities so as not to damage, endanger or interfere with the construction, use and maintenance of existing facilities, including but not limited to, pipelines, underground cables, electric or telephone lines, and/or any subsequent modifications. Licensee must place its facilities at safe distance under or from existing pipelines and underground cables. Licensee must give Licensor ten (10) days prior written notice of the time and place of the commencement of any work to be performed on the Property.
- D. Licensee must mark the location of all pipelines and underground cables with permanent markers. Licensee will maintain and repair the markers.
- E. Pipelines and underground cables must be constructed and made of materials sufficient and safe for their intended use.
- F. Pipelines must be constructed to withstand a pressure equal to at least one hundred and fifty percent (150%) of its maximum operating pressure. All pipelines must be tested upon completion of construction. Licensee must give Licensor twenty-four (24) hours prior written notice of the time and place of testing and provide a copy of the test results upon request.
- G. No valves or controllers for the pipeline are allowed on the property.
- H. Licensee agrees that pole line, pipeline or underground cable shall be removed upon cancellation or termination of this Agreement. Licensee shall provide the following information on Pipelines to Licensor:
 - 1. Material Safety Data Sheets (MSDS) for all oil products that have been moved in the pipeline.
 - 2. Repair and replacement records.
 - 3. Hydro Test Records.
 - 4. Records on spills or releases.
 - 5. Test results of the area beneath meter stations, valves, or other potential spill points for any area that has not always been over concrete.
 - 6. Copies of correspondence with any state or local regulatory agency regarding the pipeline.



Licensee's Initials

DOMINGUEZ GAP WETLANDS

SITE PLAN FOR WATER UTILITY CONNECTION ON SCE RIGHT OF WAY



DOMINGUEZ GAP SPREADING GROUNDS
PARCEL NO. 7
Also affects: LOS ANGELES RIVER PCL. NO. 2294
19-RW 52.
T.G. 765 (B6)
S.D.4
A.L.N. 7140-014-803
P.M. 939-217

EXHIBIT A

Licensee: County of Los Angeles Flood Control District
Property No. PLHLI765B66 Acct. No.4373